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Cape May County Judges of the Court

and

Cape May County Probation Officers Association
sub. filed in District 65

1985-86 CAPE MAY COUNTY PROBATION COLLECTIVE AGREEMENT

X JAN 11 1986 - Dec 21, 1986

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1985-86 Cape May County Probation Collective Agreement

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ARTICLE I - Agreement

This Agreement is entered into this 1st day of Oct 1985, by and between the Assignment Judge for the County of Cape May, New Jersey (hereinafter referred to as the "Judge") and the Cape May County Probation Officers' Association (hereinafter referred to as the "Association").

ARTICLE II - Recognition

The Judge hereby recognizes the Association and its affiliation with the U.A.W. District #65 as the sole and exclusive representative of the Principal Probation Officers II, Senior Probation Officers and the Probation Officers of the Cape May County Probation Department (hereinafter referred to collectively as "Probation Officers") to negotiate matters relating to salaries and terms and conditions of employment.

ARTICLE III - Salaries

Section 1

Retroactive to January 1, 1985, probation officer salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$14,491	\$25,062
Senior Probation Officer	16,099	27,779
Principal Probation Officer II	17,356	29,905

Section 2

Retroactive to January 1, 1985, each probation officer on the payroll prior to that date shall receive a 3% base salary adjustment to be added to their December 31, 1984 base salary.

Section 3

After application of the 3% increase mentioned in Section 2 above, retroactive to January 1, 1985 each probation officer on the payroll prior to that date shall receive a \$680 special judiciary salary adjustment to be added to their base salary.

Section 4

Effective January 1, 1986 probation officer salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$15,646	\$26,534
Senior Probation Officer	17,302	29,332
Principal Probation Officer II	18,597	31,522

Section 5

Effective January 1, 1986, each probation officer on the payroll prior to that date shall receive a base salary adjustment of 3% added to their December 31, 1985 base salary.

Section 6

After application of the 3% increase in Section 5 above, effective January 1, 1986, each probation officer on the payroll prior to that date shall receive a \$720 special judiciary salary adjustment added to his/her base salary.

ARTICLE IV - Automobiles

As authorized by N.J.S.A.2A:168-8, a probation officer when designated by the Chief Probation Officer to use his/her private vehicle on probation department business shall be reimbursed at the prevailing county mileage rate, currently at 18c per mile. Probation officers authorized to use their private vehicles shall keep monthly records specifying the dates and use, points of travel, mileage travelled and shall sign and transmit the records to the Chief Probation Officer. Forms for this purpose will be furnished by the Chief Probation Officer.

ARTICLE V - Retirement Benefits

Section 1

Probation officers of the Cape May County Probation Department shall receive the same retirement benefits as are provided generally to other employees of the county.

Section 2

Probation officers of the Cape May County Probation Department shall be entitled to receive upon retirement, a lump sum cash payment equal to 50% of their accrued sick leave credits up to the maximum designated by Chapter 130 of Public Laws of 1973.

ARTICLE VI - Longevity

The following longevity plan shall be maintained by the Employer which is based upon employee's length of continuous and uninterrupted service with the Employer:

1. Five (5) years of service -- 2 percent longevity based upon employee's base salary.
2. Ten (10) years of service -- 4 percent.
3. Fifteen (15) years of service -- 6 percent.
4. Twenty (20) years of service -- 8 percent.
5. Twenty-five (25) years or more of service -- 10 percent.

6. Thirty (30) years or more of service -- 12 percent.
7. Forty (40) years or more of service -- 14 percent.

Longevity pay shall be computed as of January 1 and shall commence on January 1 of the year during which the employee's fifth anniversary date of hire occurs.

ARTICLE VII - Educational Awards

Section 1

Effective January 1, 1985, probation officers who have, or who shall hereafter obtain a Master's Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation as determined by the Chief Probation Officer and approved by the Judges shall be entitled to an annual award of \$285. This award shall be prorated where applicable from the date of completion of all the requirements for the degree and submission of satisfactory evidence of such attainment to the Chief Probation Officer.

Section 2

The decision of the Chief Probation Officer and the Judge as to the fields of study eligible under this Article shall be final and not subject to further appeal.

ARTICLE VIII - Tuition Reimbursement

Probation officers shall receive financial reimbursement for graduate level courses taken at an accredited college or university contingent upon the following rules and regulations:

1. Prior approval in writing must be secured from the Chief Probation Officer;
2. The courses taken must be in the fields of Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or in a field of study related to probation as determined by the Chief Probation Officer and the Judge;
3. Probation officers must receive a passing grade in the course in order to be entitled to any reimbursement and must submit proof to the Chief Probation Officer;
4. The amount of reimbursement will be 50% of total tuition costs of the approved courses, up to the maximum allotted by the county budget; and
5. The decision of the Chief Probation Officer and the Judge is final and shall not be subject to further appeal.

ARTICLE IX - Supper Allowance

Probation officers who are directed to remain on duty through the supper hour (6:00 p.m.) shall receive a supper allowance of up to \$5.50 based upon the submission of a receipt. Reimbursement of these expenses shall be paid in accordance with the provisions of N.J.S.A.2A:168-8.

ARTICLE X - Vacation and Other Leave CreditsSection 1

Pursuant to R.1:30-5(b), probation officers of the Cape May County Probation Department shall receive the same vacation and other leave credits as are provided generally to other employees of the county. Presently, permanent probation officers are entitled to the following vacation credits:

<u>Length of Service</u>	<u>Number of Days</u>
1st Year	1 per full month employed
2nd - 10th Year	12 annually
11th - 15th Year	15 annually
16th - 20th Year	17 annually
21st - 25th Year	20 annually
25 + Years	25 annually-

Unused vacation credits may be carried into the succeeding year only, subject to departmental and county policy limitations.

Section 2

The principle of seniority shall govern the selection and scheduling of vacation periods provided that there is no disruption of normal operations, as determined by the Chief Probation Officer. Seniority in title shall be determined by the length of employment a probation officer has served, commencing with the date of permanent appointment in accordance with Civil Service rules and regulations.

Section 3

Probation officers shall be entitled to three (3) days administrative leave upon approval of the Chief Probation Officer. Administrative leave shall not accumulate, but must be used in the calendar year.

Section 4

Probation officers shall be entitled to a maximum of three (3) days bereavement leave in the event of a death in the immediate family upon approval of the Chief Probation Officer. The immediate family shall include husband, wife, father, mother, grandfather, grandmother, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, and grandchildren.

ARTICLE XI - Sick Leave

Section 1

Probation officers of the Cape May County Probation Department shall receive the same sick leave allowance as is provided generally to other employees of the county. Presently, sick leave with pay shall accrue to any probation officer on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment, and 15 working days in every calendar year thereafter.

Section 2

Any amount of sick leave allowance not used in any calendar year shall accumulate to the probation officer's credit from year-to-year to be used if and when needed for such purposes.

Section 3

The use, recording and accumulation of sick leave shall be consistent with N.J.S.A.11:24A, Civil Service Rules and Regulations and other appropriate statutes and court rules.

ARTICLE XII - Holidays

Section 1

Probation officers shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary. Pursuant to N.J.S.A.36:1-1, these legal holidays shall include:

January 1st.....	New Year's Day
January 15th.....	Martin Luther King's Birthday
February 12th.....	Lincoln's Birthday
3rd Monday in February.....	Washington's Birthday
Last Monday in May.....	Memorial Day
July 4th.....	Independence Day
1st Monday in September.....	Labor Day
2nd Monday in October.....	Columbus Day
November 11th.....	Armistice or Veterans' Day
4th Thursday in November.....	Thanksgiving Day
December 25th.....	Christmas Day
Good Friday and General Election Day	

Section 2

Effective January 1986, the Martin Luther King's Birthday holiday listed in Section 1 shall be celebrated on the 3rd Monday in January.

Section 3

If any probation officer is required to work a legal holiday or other day off granted by the Judiciary, the officer shall be granted an equivalent amount of time off.

Section 4

In the event a legal holiday listed in Section 1 of this Article falls on a Saturday, probation officers shall receive the preceding Friday off provided prior approval is granted by the Assignment Judge.

ARTICLE XIII - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Cape May County employees generally. The county benefits package includes:

1. Medical and surgical health insurance
2. Major medical coverage
3. Eye care coverage
4. Prescription insurance coverage
5. Life insurance coverage
6. Dental insurance coverage
7. Retirement insurance coverage

If during the term of this agreement Cape May County grants to all county employees any additional health and welfare benefit(s) and such benefit(s) was not made available during the negotiation of this agreement, then such benefit(s) shall simultaneously be awarded to probation officers. If during the term of this agreement Cape May County grants to its employees generally any additional health and welfare benefit(s) or provides any expanded coverage and such benefit(s) was not made available as a subject of negotiation for this agreement, the Assignment Judge shall re-open this article for further negotiation.

ARTICLE XIV - Disability Leave

Whenever an employee in the classified Civil Service is disabled through injury or illness as a result of or arising from his employment as evidenced by a certificate of an Employer-designated physician or physician acceptable to the Employer, he shall be granted, in addition to his annual sick leave with pay or any accumulations thereof, leave of absence with pay as may be reasonably required, as evidenced by a certificate of the Employer-designated physician or physician acceptable to the Employer for the period during which worker's compensation payments are allowed. All benefits shall cease upon receipt of a determination that the employee is permanently disabled and will not return to work.

Disability payments hereunder shall not be withheld pending receipt by the Employer of the aforementioned certificate but in no event shall the Employer be obligated to make disability payments in excess of the employee's accumulated sick leave unless and until aforementioned certificate has been submitted to the Employer.

During the period in which full salary or wages of an employee on disability leave is paid by the Employer, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the Employer by the insurance carrier or the employee.

Whenever the employer-designated physician or the physician acceptable to the Employer shall report in writing that the employee is fit for work, such disability leave shall terminate and such employee shall forthwith report for work.

Any employee on injury leave resulting from injury while on Employer's work, shall continue to accrue sick leave credits while he remains on the payroll.

ARTICLE XV - Association Business

Section 1

The Association shall furnish to the Chief Probation Officer the names of two probation officers who are to be designated as Association stewards for the purpose of handling grievances.

Section 2

Time off with pay shall be provided for official representatives of the Association, not to exceed two employees for the purpose of handling employee grievances and to attend their organization's national and state meetings, provided such time off is in adherence to N.J.S.A.38:23-2, and is not in excess of five (5) days in each calendar year, is otherwise reasonable, and does not interfere with the officer's official duties and functions. Such leave shall be regulated by the Chief Probation Officer or a duly designated subordinate.

ARTICLE XVI - In-Service Training

Section 1

The Chief Probation Officer shall furnish to the Association information on in-service training, as the information is received.

Section 2

Probation officers shall be granted authority to participate in seminars and in-service training courses as they may be established by the Administrative Office of the Courts provided that such courses are timely scheduled and are considered to be appropriate and that there is no disruption of normal

operations. Information on training seminars and courses sponsored by agencies other than the Administrative Office of the Courts that come to the attention of the department will be posted. Probation officers wishing to attend such seminars and courses will submit a request to the Chief Probation Officer to be reviewed. With approval of the Chief Probation Officer and the Assignment Judge, the selected probation officers may attend such seminars and courses. Determination as to reimbursement for all or part of the costs associated with approval attendance will be made by the Chief Probation Officer and the Assignment Judge with appropriate consideration being given to budgetary provisions.

ARTICLE XVII - Leaves of Absence

The Judge may, for good reason, grant the privilege of a leave of absence without pay to any probation officer for a period not to exceed six (6) months at any time. Such leaves of absence may be renewed for an additional period not to exceed six (6) months.

ARTICLE XVIII - Promotion

Section 1

During the term of this agreement each Probation Officer, upon receiving a promotion to Senior Probation Officer, shall receive a salary increase of \$600 or the minimum for the new position whichever is greater.

Section 2

During the term of this agreement any Senior Probation Officer, upon receiving a promotion to Principal Probation Officer II, shall receive a salary increase of \$600 or a salary increase greater than \$600 as specifically set forth by the Assignment Judge. Any decision of the Assignment Judge regarding the granting of promotional increases, which are consistent with the terms of this provision, shall be final and not subject to review through the grievance procedure.

Section 3

Any probation officer receiving a provisional appointment from the Judge to serve for an extended or indefinite period to a position higher than his/her permanent position, shall be entitled to and shall receive the award as set forth in Sections 1 and 2 of this Article during the period of time served in that position.

ARTICLE XIX - Management Rights

Section 1

To ensure the effective and efficient administration of the duties and responsibilities vested in the probation department by statute, court rule and judicial policy, the Assignment Judge and Management hereby reserve and retain

unto themselves all the power, rights, authority, duties and responsibilities conferred upon and vested in them by law prior to the signing of this agreement. Among the rights which Management retains, but not limited to them, are the following:

1. To manage and administer the affairs and operations of the probation department;
2. To direct its working forces and operations;
3. To hire, promote, assign and transfer personnel;
4. To schedule and determine work assignments;
5. To demote, suspend, discharge or otherwise take action of a disciplinary nature against "provisional or temporary" employees;
6. To demote, suspend, discharge or otherwise take disciplinary action for just cause against "permanent" employees in accordance with applicable statutes and court rules;
7. To promulgate rules and regulations from time-to-time, which may affect the orderly and efficient administration of the probation department. It is understood that such rules and regulations as ordered by statute, court rule, or court policy, may be instituted without prior notice and that other regulations covering local working conditions will be instituted upon notification by the Chief Probation Officer, which need not be in writing.

Section 2

The parties to this agreement acknowledge that the New Jersey Constitution, statutes and court rules provide for the involvement of the Chief Justice and the Supreme Court, the Administrative Director of the Courts and the Assignment Judge of the County in the administration of probation services. They hereby recognize and agree to respond and comply to the requests, promulgated standards and pronouncements of these aforementioned parties as they exercise their lawful rights.

Section 3

The Judge and Management's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this agreement and to the extent same conform to the court rules and other laws of New Jersey and the United States.

Section 4

Nothing contained in this agreement shall operate to restrict the Judge and Management in the exercise of its rights, responsibilities and authority pursuant to the laws of this State or of the United States.

ARTICLE XX - Policy on Civil Service

The administrative and procedural provisions and controls of Civil Service Laws and the Rules and Regulations promulgated thereunder are to be observed in the administration of this agreement with respect to classified employees governed by this agreement, except to the extent that this agreement pertains to subjects not therein contained or where this agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court rules and policies governing administration of the courts.

ARTICLE XXI - Grievance Procedure

Section 1 - Definition

The parties agree that a complaint or grievance of any probation officer relating to the interpretation application or alleged violation of any provision of this agreement is a contractual grievance subject to resolution utilizing steps 1 through 3(b) of the appeal procedure, unless the law or applicable rules and regulations having the force and effect of law provide otherwise.

Claimed violations, misinterpretations or misapplications of rules or regulations, existing policies, orders, administrative decisions, or laws, affecting terms and conditions of employment are non-contractual grievances subject to resolution utilizing steps 1, 2 of the appeal procedure.

Section 2 - Appeal Procedure

Step 1

The grievance shall first be taken to the employee's immediate supervisor within five (5) days from the date the grievant or the Association reasonably could have known that the alleged violation took place. The supervisor shall make an effort to resolve the problem within a reasonable period of time, five (5) working days if possible. At this level a complaint or grievance need not be in writing. If the grievant is not satisfied with the determination made at this level, within five (5) days of the supervisor's determination, the grievant must place the grievance in writing and submit to the Chief Probation Officer or the grievance shall be considered abandoned. Upon agreement of both parties, this step may be bypassed.

Step 2

The Chief Probation Officer shall acknowledge receipt of the grievance and render a decision within ten (10) days of its receipt. Only contractual grievances are appealable beyond this step. Within five (5) days of the determination of the Chief concerning a contractual grievance, the grievant must notify the Chief in writing of any desire to pursue the grievance further or it shall be considered abandoned.

Step 3

If the aggrieved officer is not satisfied with the decision of the Chief, the aggrieved officer may choose to utilize one of the following two options for review of contractual grievances:

- (a) The officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency.
- (b) He/she may appeal to the Assignment Judge or his designee in which case the decision of the Judge shall be final and binding and shall be rendered within forty five (45) days of the receipt of the grievance.

All contractual grievances and complaints that are related to judicial policy and/or the authority of the Superior Court Judges, Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under R.1:33-4 and R.1:34-4 and any other applicable statute or Court Rule shall be limited to step 3(b). In using the grievance procedure established herewith, an employee is entitled at each step to a representative of his/her own choosing or by a bona fide member of the Association designated to represent him/her pursuant to this agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized by any dispute covered by the terms of such agreement.

ARTICLE XXII - Pledge Against Discrimination

The provisions of this agreement shall be applied equally to all probation officers without discrimination as to age, sex, marital status, race, creed, color, national origin, political affiliation or Association activity.

ARTICLE XXIII - Dues Deduction

The Employer agrees to deduct from the salaries of its employees subject to this agreement, dues for the Union. This agreement by the Employer to deduct, applies only to voluntary requests by employees for the deduction of Union Dues and is not an agreement to deduct a representation fee in lieu of such dues or Agency Shop payments. Such deductions shall be made in compliance with N.J.S.A.52:14-15.9(e), as amended. Said monies, together with records of any corrections shall be transmitted to the Union Office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

If during the life of this agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Employer, written notice prior to the effective date of such change.

The Union will provide the necessary "check-off authorization" form and deliver the signed forms to the Chief Probation Officer to be forwarded to the

County Comptroller. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer or the County in reliance upon salary deduction authorization cards submitted by the Union to the Employer.

ARTICLE XXIV - Federal and State Laws - Severability

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or the Administrative Director of the Courts) conflicts with the provisions of this agreement, the provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the agreement shall continue in full force and effect. The parties will meet within thirty (30) days to renegotiate the item so severed.

ARTICLE XXV - Conclusiveness of Agreement

This agreement constitutes the final and complete understanding between the parties on all bargainable issues, subject to the rights of the parties to reopen discussion of any such issue; but only by the mutual consent and upon the happening of some unforeseen event.

ARTICLE XXVI - Duration of Contract

Section 1

The provisions of this agreement shall be retroactive to January 1, 1985 and shall remain in full force and effect until December 31, 1986. By mutual concurrence of the parties, they may be continued for an additional time period.

Section 2

A written notice to terminate or modify this contract is required to be given at least ninety (90) days prior to December 31, 1986.

In witness of this agreement, the parties to it have affixed their signatures this 1st day of Oct, 1985.

For the Judge

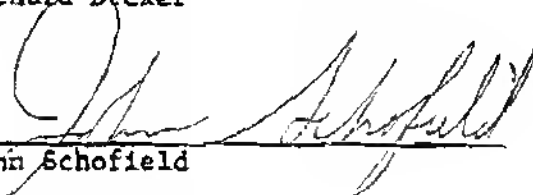


RICHARD J. WILLIAMS, CAJSC


For the Association




Richard Decker



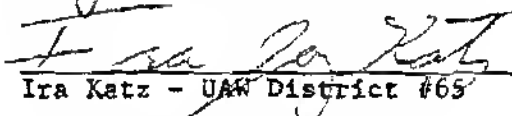
John Schofield



Donna Laine



Jean Marcy



Ira Katz - UAW District #65



Sandra J. Harvey